

BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: June 16, 17, 2004

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance *J.R.*

AGENDA ITEM WORDING: Approval to renew the Interlocal Agreement for the Use of County Meeting Rooms for the Monroe County School Board for the period July 1, 2004 through June 30, 2005.

ITEM BACKGROUND: On June 30, 2004, the current Interlocal Agreement with the Monroe County School Board will expire. In accordance to the original Agreement dated October 15, 2003 Section 2 (a), the Agreement can be extended for subsequent years after June 24, 2004, then for each year thereafter the fee will be adjusted to reflect changes in County costs.

PREVIOUS RELEVANT BOCC ACTION: On October 15, 2003, the BOCC approved an Interlocal Agreement with the Monroe County School Board for the Use of County Meeting Rooms.

CONTRACT/AGREEMENT CHANGES: Renewed contract to commence on July 1, 2004, and expire on June 30, 2005. Fees of \$125.00 per hour were added for Channel 16 Equipment costs, in addition to the regular meeting room fee and labor costs for Channel 16 personnel.

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: N/A

BUDGETED: Yes N/A No

COST TO COUNTY: N/A

SOURCE OF FUNDS:

REVENUE PRODUCING: Yes X No **AMOUNT PER MONTH** \$1112.88 **Year** \$13354.53

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:

Dent Pierce
Dent Pierce, Director Public Works

DOCUMENTATION: Included X To Follow Not Required

DISPOSITION:

AGENDA ITEM # C26

**INTERLOCAL AGREEMENT RENEWAL
FOR THE USE OF COUNTY MEETING ROOMS
(Monroe County School Board)**

THIS Renewal is entered into this 16th day of June 2004, pursuant to Sec. 163.01, FS, by and between Monroe County, a political subdivision of the State of Florida, hereafter County, and the Monroe County School Board, hereafter School Board, in order to Renew the original Interlocal Agreement for the Use of County Meeting Rooms dated October 15, 2003, (a copy which is incorporated hereto by reference) as follows:

1. The County authorizes the School Board to hold 16 School Board meetings during the time period of July 1, 2004 through June 30, 2005.
2. Pursuant to Section 2 of the original Agreement dated October 15, 2003, fees are adjusted to reflect changes in County costs, which currently include a \$125.00 per hour equipment cost for Channel 16 services. Charges for the scheduled 15 meeting room reservations shall be billed for the total amount of \$14,820.45.
3. An Indemnification and Hold Harmless Agreement hereby becomes part of the Interlocal Agreement. The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 and 440, arising out of the activities governed by this agreement.

Each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions.

4. In all other respects, the original agreement between the parties dated October 15, 2003, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

(Seal)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor/Chairperson

ATTEST:

APPROVED AS TO FORM:

SUZANNE A. HUTTON, MONROE COUNTY SCHOOL BOARD
ASSISTANT COUNTY ATTORNEY OF MONROE COUNTY, FLORIDA
Date: 5/24/04

By: _____
Clerk

By: _____
Superintendent

Date: _____

INTERLOCAL AGREEMENT FOR THE USE OF COUNTY MEETING ROOMS

THIS INTERLOCAL AGREEMENT is entered into pursuant to Sec. 163.01, FS, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL 33040, hereafter County, and the Monroe County School Board, whose address is 241 Trumbo Road, Key West, FL 33040, hereafter School Board.

WHEREAS, the County has meeting rooms at the Harvey Government Center at Historic Truman School, Marathon Government Center, and the Key Largo Library, hereafter meeting rooms, with the technical facilities to enable meetings to be cablecast;

WHEREAS, the County desires to permit the School Board to use the County meeting rooms; now, therefore

IN CONSIDERATION of the mutual promises and covenants set forth below, the parties agree as follows:

Section 1.

a) The County authorizes the School Board to hold 16 School Board meetings during the time period of November 18, 2003 - June 24, 2004 at the meeting rooms with each meeting approximately two weeks apart. The School Board must coordinate meeting dates with County Administrator's Office so that no County/School Board schedule overlap occurs. The School Board will provide a full year's meeting schedule prior to October 1 each year. If a schedule conflict between a School Board meeting and a meeting of the County Commission, County Planning Commission or County Code Enforcement hearing does occur, then the County meeting or hearing will take precedence. In the event of a natural disaster or threat thereof, and the meeting room(s) become an activated Emergency Operations Center (EOC), this event will take precedence over any prescheduled activities for that time period.

b) The County will televise live the School Board meetings, unless there is a meeting of the County Commission, County Planning Commission, County Code Enforcement hearing or similar organization going on at the same time, and will videotape all School Board meetings. If there is a County meeting or hearing going on, then the School Board meeting will be televised live on Channel 16 as soon as the County meeting or hearing is concluded. If the School Board meeting ends before the County meeting or hearing concludes, then the tape of the School Board meeting will be shown on Channel 16 twice on later dates.

c) Except as provided in Sec. 1(b), the County will replay each School Board meeting tape one time before the next School Board meeting. The School Board may request a specific time and date for each replay through the County Administrator's Office who shall accommodate the School Board's request unless the time requested by the School Board would conflict with a live telecast of a County meeting or hearing.

d) The County will furnish the School Board one video tape copy of each School Board meeting.

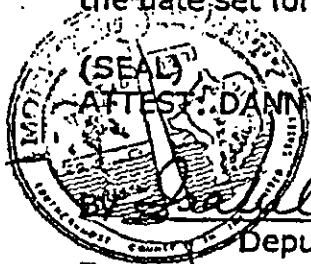
Section 2.

a) From the effective date of this agreement, November 18, 2003, through June 24, 2004, the School Board shall pay the County \$6,700 in advance for approximately 16 School Board meetings (two per month) to be held at the specified meeting rooms, televised live (if there is no conflict with a County meeting or hearing), meeting video tapes, and one replay of each meeting on Channel 16. The School Board may add three additional meetings to the 16 authorized above, as necessary. If the School Board holds meetings in excess of 16 during the period of November 18, 2003 through June 24, 2004, and desires that the extra meetings be held at the specified meeting rooms pursuant to this agreement, then the School Board must pay the County an additional \$392.36 for each meeting held. If the School Board holds less than 10 meetings using the specified meeting rooms, pursuant to this agreement, during the period of November 18, 2003 through June 24, 2004, then the County must refund or credit \$392.36 to the School Board for each meeting less than 10. If this agreement is extended for subsequent years after June 24, 2004, then for each year thereafter the fee will be adjusted to reflect changes in County costs.

Section 3. The term of this agreement is from November 1, 2003 through June 30, 2004.

Section 4. This agreement will take effect when executed certified copies are filed in the Office of the Clerk of the Sixteenth Judicial Circuit and in the Office of the Monroe County School Board.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date set forth below.



ATTEST: DANNY L. KOLHAGE, CLERK

Daniel C. DeSantis
Deputy Clerk
Date 10-15-03

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By Miguel M. Spichal
Mayor/Chairperson

ATTEST:

By Doni Collins
Clerk
Date October 20, 2003

MONROE COUNTY SCHOOL BOARD
OF MONROE COUNTY, FLORIDA

By [Signature]
Superintendent

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:
[Signature]
ROBERT N. WOLFE
CHIEF ASSISTANT COUNTY ATTORNEY

**MONROE COUNTY SCHOOL BOARD
MEETING ROOM DATES
FOR THE PERIOD BEGINNING JULY 1, 2004 AND ENDING JUNE 30, 2005**

DATES	WORKSHOP TIMES	MEETING TIMES	MEETING ROOM
July 19, 2004	10:00 a.m.	9:30 a.m.	Harvey Government Center
July 26, 2004	1:00 p.m.	5:00 p.m.	Key Largo Library
August 5, 2004		5:00 p.m.	Marathon Government Center
September 2, 2004	1:00 p.m.	5:00 p.m.	Harvey Government Center
September 9, 2004		5:00 p.m.	Harvey Government Center
October 7, 2004	1:00 p.m.	5:00 p.m.	Key Largo Library
November 4, 2004	1:00 p.m.	5:00 p.m.	Marathon Government Center
November 16, 2004		5:00 p.m.	Harvey Government Center
December 2, 2004	1:00 p.m.	5:00 p.m.	Harvey Government Center
January 6, 2005	1:00 p.m.	5:00 p.m.	Key Largo Library
February 3, 2005	1:00 p.m.	5:00 p.m.	Marathon Government Center
March 3, 2005	1:00 p.m.	5:00 p.m.	Harvey Government Center
April 7, 2005	1:00 p.m.	5:00 p.m.	Key Largo Library
May 5, 2005	1:00 p.m.	5:00 p.m.	Marathon Government Center
June 2, 2005	1:00 p.m.	5:00 p.m.	Harvey Government Center

5/11/2004